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FILED  
Clerk  
District Court

SEP 29 2006

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS

ABELLANOSA, JOANNA, et al.,

Plaintiffs,

v.

L&T INTERNATIONAL CORP.,

Defendant.

Civil Action No. 05-0010

**DECLARATION IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT**

I, Elizabeth Molina, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.

2. On or about January, 2004, I went to L&T to apply for an advertised job vacancy for hand packers.

3. At L&T, I was given an application form to fill out, which I did. After some time, I was called for an interview at L&T.

4. First, I was interviewed by the Production Manager and then Ms. Cory Quing. They told us to work hard and we will be given overtime work.

I.

MEDICAL FEES  
(Physical Examination Fee  
and Health Certificate Fee)

5. A few days later, I got a call from L&T asking me to report to HR office. When I arrived at HR I met with Baby Lopez, who identified herself as an HR staff person. Baby told me that I would need to get a new medical

JOE HILL  
Hill Law Offices  
P.O. Box 500917 ~ Saipan CM-MP 96950 ~  
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

ORIGINAL

1 examination and health certificate before my employment  
2 application/documentation could be completed and processed.

3 6. Baby told me to go to Marianas Medical Center to get the examination.  
4 Because Marianas Clinic was very far from L&T and I knew clinics that were  
5 close, I asked her why Marianas Medical Center. She said that is the one L&T  
6 uses and L&T applicants get a cheaper rate, only \$35.00. I knew that other  
7 clinics charge between \$45.00 to \$55.00 for medical examination. I asked her  
8 how the medical examination and health certificate are going to be paid for.  
9 Baby said you pay for it now and on your renewal L&T will pay. I understood  
10 this to mean that if I did my job and not violate any company rules, that I  
11 would be renewed for a second year and that during that second year L&T  
12 would pay for the health examination and health certificate fees. I was not  
13 paid for my services and time spent in getting the medical examination and  
14 health certificate. I likewise gave \$25.00 to HR for my entry permit.

15  
16 II.  
CONTRACT SIGNING

17 9. My previous employer used and had me sign a standard form labor  
18 contract provided by DOL. I became familiar with the basic terms of the DOL  
19 standard form contract. A copy of such standard form contract is attached as  
20 Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

21 10. In 2004, when L&T HR staff Baby Lopez handed me their contract  
22 form, with only the signature page showing, and insisting that I sign, I had  
23 no reason to believe it was not the standard DOL form contract. Prior to  
24 signing this L&T contract form and at the time it was presented to me in the  
25

JOE HILL  
Hill Law Offices  
P.O. Box 500917 ~ Saipan CM-MP 96950 ~  
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

1 HR for signing, I was not given an opportunity to read the contract before  
2 signing it. When it was presented to me in the HR office, Baby Lopez just  
3 pushed the document through the counter-window with the pages turned  
4 back, showing only the signature page, and pointed to where I was to sign it,  
5 and said sign, which I did without reading it. The HR staff was rushing me  
6 and other applicants by insisting that I and the other applicants I saw present,  
7 hurry up and quickly sign, without delaying the document processing. From  
8 the mood and way the HR staff was acting, I was made fearful that if I didn't  
9 just sign the signature page as instructed, I would lose the job opportunity  
10 especially since none of the other applicants I saw there held up the line by or  
11 took time to read the contract document. I observed the HR staff acting the  
12 same way with other workers who signed before and after my turn. Neither  
13 Baby Lopez, nor any one else, ever showed me my contract document until  
14 the time and date they asked me (us) to sign at HR. I was never given a copy  
15 of the L&T contract document I signed before my termination on or about May  
16 13, 2004. After my termination I was surprised when I later learned of some  
17 of the terms and conditions in L&T's self-styled contract. Had I known that  
18 the L&T contract contained terms restricting me from being employed with  
19 other competing companies in Saipan and allowing L&T to terminate me at  
20 any time as a reduction in force, I would not have agreed to it or signed it.

21  
22 III.  
PERFORMANCE EVALUATION

23 11. There was no individualized measurement or testing to determine my or  
24 each Packer's individual performance or production. The only production  
25

JOE HILL  
Hill Law Offices  
P.O. Box 500917 ~ Saipan CM-MP 96950 ~  
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

1 measurement or test was done by counting the output (production) from each  
2 of the different lines of Packers. There was really no way for me as an  
3 individual packer to control or show an increase in the number of products  
4 because I was just one individual on the line with many others. In the  
5 packing section our work was performed by groups of workers on so-called  
6 lines. The packages or items we were assigned to work on often varied from  
7 day to day. Our Head Supervisor in the packing section was Wu, Duan Shu,  
8 who is Chinese. When I and other Filipino workers tried to ask her questions  
9 regarding our work she could not answer nor explain because she does not  
10 speak english fluently. (See Defendant's Response to Plaintiffs' First Set of  
11 Request for Interrogatories No. 49a).

12  
13 IV.  
14 TERMINATION

15 12. I was employed and worked for L&T International Corporation as a hand  
16 packer until May 13, 2004, when I and other workers in the hand packing  
17 section were summoned by the calling of our individual names over the public  
18 address system, to report to the Human Resources (HR) office. I believed we  
19 were called in two batches, one about 3:00 p.m. and one about 5:00 p.m. (See  
20 Deposition of Jack Torres, page 97, lines 14-17).

21 13. I did not know why we were being called to come to HR. I thought that  
22 we were being called regarding receipt of our anticipated ATM Cards that L&T  
23 had previously given us and had us fill out an application for, as they told me  
24 and other workers present, to make it easier and more convenient for (us)  
25 workers to access and get our anticipated bi-weekly wage payments without

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Hill Law Offices  
P.O. Box 500917 ~ Saipan CM-MP 96950 ~  
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

1 having to stand in line waiting for and trying to cash payroll checks. I was  
2 made more assured of my continued employment and anticipated pay check  
3 by L&T having asked me and other workers to set up these ATM accounts to  
4 facilitate our anticipated payroll check payments.

5 14. As we arrived at the designated meeting room, I observed other workers,  
6 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR  
7 staff, were present at the May 13, 2004 meeting.

8 15. I did not see or hear Corazon Quing read or reading from any document  
9 or the so-called "communication plan" as described and stated in Exhibit "A"  
10 attached to the Declaration of Corazon Quing.

11 16. More specifically, I (we) were not told as stated by Corazon Quing that we  
12 the workers, had the right to appeal our termination to the "Legal  
13 Department" of L&T or to any one else.

14 17. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,  
15 2004 meeting, informed us, that the purpose of the so-called second check  
16 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,  
17 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,  
18 as proposed RIF workers, that I (we) be given "written notice of separation at  
19 least 15 days prior to the effective date of separation, or severance pay in lieu  
20 of notice." (See Ex. "D" Deposition of Torres, and page 88 lines 6-8 and lines  
21 20-24).

22 18. It was my honest belief that I and my co-workers were terminated on May  
23 13, 2004 and that the termination was effective immediately on and from May  
24 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting  
25 that today (May 13, 2004) was our last day of employment and they demanded

1 that we give up and turn in our company ID cards which were required and  
2 needed for company employees to freely enter company premises; and more  
3 importantly, our I.D.s were swipe-cards for the time-clocks so we could not  
4 clock in or out without them, in addition to being required to "turn over any  
5 and all company properties in your possession... on or before May 13, 2004"  
6 as stated in the Notice of Termination. (See Ex. "D," Defendant's  
7 Memorandum).

8 19. As a result I believed and felt that I was terminated and forced to stop  
9 working on May 13, 2004, the same date that the Notice of Termination (dated  
10 May 12, 2004) was given to me. Hence, I was not given the required prior  
11 notice of termination and/or of the RIF.

12 20. I and the other plaintiffs worked a set work schedule and shift, and  
13 worked Monday through Saturday, seven (7) hours a day, six (6) days a week,  
14 for a total of forty-two (42) hours each work week, which included two (2) hour  
15 overtime each work week while employed at L&T. At the time of my termination,  
16 no one from L & T offered to assist me in finding other employment or told me that  
17 they would or could assist me in getting work with affiliate companies of L&T.

18  
19 V.  
20 EMOTIONAL DISTRESS

21 21. The termination, being announced and coming as it did without any prior  
22 notice, counseling or discussion about employment options with other  
23 companies or L&T caused me severe shock.  
24  
25

1 22. I developed chest pains and breathing problems, I worried and could  
2 not stop thinking of the loss of work and livelihood. I could not sleep during  
3 the first few weeks after the firing. Even now I can not sleep soundly and  
4 wake up in the middle of the night worrying and thinking about how I am  
5 going to feed and provide for my kid.

6 23. I felt sick and nauseous most of the time. I had severe head aches and  
7 I could not sleep. I experienced sudden mood swings and I became irritable.  
8 I cannot concentrate on what I am doing that even a simple chore could  
9 become so complicated for me.

10 I declare under penalty of perjury that the foregoing is true and correct  
11 and that this declaration was executed this 29<sup>th</sup> day of September, 2006.  
12

13 /S/   
14 Elizabeth Molina  
15 Declarant  
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